

DEFENSE

Cooperation

Agreement Between the UNITED STATES OF AMERICA and ICELAND

Effected by Exchange of Notes at
Reykjavik October 13 and 17, 2017

with

Attachments

and

Minutes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“...the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

ICELAND

Defense: Cooperation

*Agreement effected by exchange of notes
at Reykjavik October 13 and 17, 2017;
Entered into force October 17, 2017.
With attachments and minutes.*

No. 37-2017

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Republic of Iceland and has the honor to refer to the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done at London June 19, 1951 (the “NATO SOFA”), the Defense Agreement Pursuant to the North Atlantic Treaty Between the United States of America and the Republic of Iceland, done at Reykjavik May 5, 1951, with annexes and schedules, as amended by the Amendment to the Defense Agreement Pursuant to the North Atlantic Treaty Between the United States of America and the Republic of Iceland of May 5, 1951, done at Washington and Reykjavik on September 27 and September 29, 2006, respectively (together the “Defense Agreement”), and to the Joint Declaration Between the Department of Defense of the United States of America and the Ministry for Foreign Affairs of Iceland signed by the Deputy Secretary of Defense of the United States of America and the Minister for Foreign Affairs of Iceland on June 28 and 29, 2016 (“Joint Declaration”).

Recognizing that Article 1 of the General Annex to the Defense Agreement provides for “access to airfields, ports, and other places within Iceland and the adjacent water and air spaces as is agreed to by [the United States of America and the Republic of Iceland] at any given time to be required by the military situation for the defense of Iceland, for the defense of the North Atlantic Treaty area, or for other purposes as may be agreed to by [the United States of America and the Republic of Iceland],” and further recognizing the spirit of the commitments made in the Joint Declaration, the Embassy has the honor to propose the following Agreement, including the provisions pertaining to “Operating Locations,” between the Government of the United States of America (the “United States”) and the

DIPLOMATIC NOTE

Government of the Republic of Iceland (“Iceland”), hereinafter collectively referred to as “the Parties” and individually as a “Party”:

1. Definitions:

- a. “United States Forces,” for the purposes of this Agreement, shall be defined as in Article 1 of the Annex on the Status of United States Personnel and Property to the Defense Agreement.
- b. “United States Property” shall be defined as all equipment, official information, munitions, and other materiel of the United States Forces present in the Republic of Iceland, including all prepositioned materiel of the United States that may be present in the territory of Iceland irrespective of the presence of United States Forces.
- c. “Contractors” shall be defined as companies and firms, and their employees, under contract or subcontract with or in support of the U.S. Department of Defense present in the territory of Iceland.
- d. “Operating Locations” shall be defined as those facilities and locations in the territory of Iceland listed in Attachment A to this Agreement, and such other facilities and locations in the territory of Iceland as may be mutually determined between the Parties or their designees.

2. United States Forces, United States Property, Contractors, contractor property necessary to the performance of contracts supporting United States Forces, and others as mutually determined are authorized unimpeded access to and use of Operating Locations.
3. Operating Locations may be designated, wholly or partly, for exclusive use by United States Forces as mutually determined. When not so designated, Operating Locations shall be for joint use by the Parties and others as mutually determined.
4. Iceland shall make available to the United States, without any costs, all Operating Locations and shall make all arrangements required to permit unimpeded entry upon and use of Operating Locations without compensation by the United States to Iceland or any national of Iceland or other person for such entry or use.
5. The Parties shall cooperate on planning regarding the use and development around and adjacent to Operating Locations to ensure the implementation of this Agreement over the long term.
6. All buildings, non-relocatable structures, and assemblies affixed to the land in Operating Locations, including those altered or improved by United States Forces, shall remain the property of Iceland. Additionally, all buildings, non-relocatable structures, and assemblies constructed by United States Forces shall become the property of Iceland, once constructed, but shall be used by United States Forces until no longer needed by the United States Forces.

7. United States Forces shall return as the sole and unencumbered property of Iceland any Operating Location, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by United States Forces once no longer needed by the United States Forces, provided that the United States shall incur no expense to do so.
8. While such Operating Locations are not being used for defense purposes, necessary maintenance work shall be performed by Iceland, or Iceland shall authorize its performance by the United States.
9. In making Operating Locations available, and in the use of such Operating Locations, the Parties shall give due regard to operational and security concerns. Iceland retains primary responsibility for security outside of Operating Locations. Icelandic authorities shall take such measures as are necessary to ensure the protection, safety, and security of United States Forces, United States Property, and Contractors. United States Forces shall be permitted to exercise all rights and authorities that are necessary for the use, operation, defense, or control of Operating Locations, including the right to take appropriate measures to ensure discipline and to protect United States Forces, United States Property, and Contractors. Icelandic authorities and United States Forces shall cooperate closely to ensure that such security, safety, and protection are provided.
10. United States Forces shall be authorized to install or locate United States Property at Operating Locations, and at such other locations as mutually

determined. All such locations, or portions thereof designated for storage of such United States Property shall be for the exclusive use of United States Forces, which shall retain exclusive control over the access to, use of, and disposition of such United States Property and shall have the unencumbered right to remove such items at any time from the territory of Iceland.

11. United States Forces and Contractors may undertake construction activities on, and make alterations and improvements to, Operating Locations. Iceland shall facilitate United States Forces' efforts in these undertakings by obtaining the necessary Icelandic authorizations and permits for such construction, alterations, and improvements. Authorizations and permits necessary to commence construction shall be issued without cost to United States Forces or Contractors. When security or other operational requirements dictate, United States Forces may carry out construction works with members of United States Forces.
12. With full respect for the sovereignty and laws of the Republic of Iceland, and except as provided in paragraph 19, *infra*, the U.S. Department of Defense's contracts for goods and services (including construction services) to be performed wholly in the territory of Iceland shall be awarded on the basis of full and open competition among Icelandic and United States contractors, unless otherwise mutually determined or unless necessary to satisfy security or other operational requirements of the United States, such as the construction of a sensitive communication facility. Contracts shall be solicited, awarded, and administered in

accordance with U.S. laws and regulations. United States Forces shall strive to use Icelandic contractors to the maximum extent practicable.

13. Understanding that nothing in this Agreement is prejudicial to the exemptions provided to Contractors under the Defense Agreement or otherwise provided for in this Agreement, Contractors shall be subject to Icelandic law regarding the performance of the contract.
14. The U.S. Department of Defense and the Government of Iceland shall cooperate regarding contracts to be performed wholly within the territory of Iceland through a Joint Committee ("JC") composed of representatives from the United States and Iceland. Regarding construction, alterations, and improvements undertaken in Iceland by, or on behalf of, the U.S. Department of Defense, the members of the JC shall coordinate, according to mutually determined procedures, on the technical requirements and construction standards to be implemented with the intent that such projects should be consistent with the requirements and standards of both the United States and Iceland as required.
15. The obligations of the Parties under this Agreement shall be subject to the availability of funds appropriated for such purposes.
16. Any disputes about the interpretation or application of this Agreement shall be resolved solely by consultations, which are to take place at the lowest competent level of authority, and shall not be referred to any national or international court, tribunal, or other similar body, or to any

third party for settlement.

17. This Agreement may be amended at any time by mutual written consent of the Parties. The Parties or their designees may designate additional, or modify existing, Operating Locations under Attachment A to this Agreement by mutual written consent.
18. This Agreement may be terminated by either Party on twelve (12) months' written notice to the other Party.
19. Upon entry into force, this Agreement shall supersede the Agreement Between the Government of the United States of America and the Government of Iceland Regarding Procurement Procedures, effected by exchange of notes at Reykjavik June 24 and 25, 1986 (the "1986 Contracting Agreement"), and the Agreement Between the Government of the United States and the Government of Iceland in Connection with U.S. Department of Defense Contracting Performed Wholly Within Iceland, signed at Keflavik May 23, 2001. Notwithstanding this or any other provision governing relations between the Parties, the terms of the 1986 Contracting Agreement (Attachment B) shall continue to apply at the Agreed Area of Grindavik, as if the 1986 Contracting Agreement had remained in force. Nothing in this paragraph shall be interpreted to nullify or terminate any contracts in existence on the date this Agreement enters into force.

If the foregoing proposals are acceptable to the Government of the Republic of Iceland, the Embassy has the honor to propose further that this note, together with the Ministry's affirmative reply note thereto, shall constitute an agreement

between the two Governments, which shall enter into force on the date of the Ministry's reply note.

The Embassy of the United States of America avails itself of this occasion to renew to the Ministry for Foreign Affairs of the Republic of Iceland the assurances of its highest consideration.

Embassy of the United States of America,

Reykjavik, October 13, 2017.

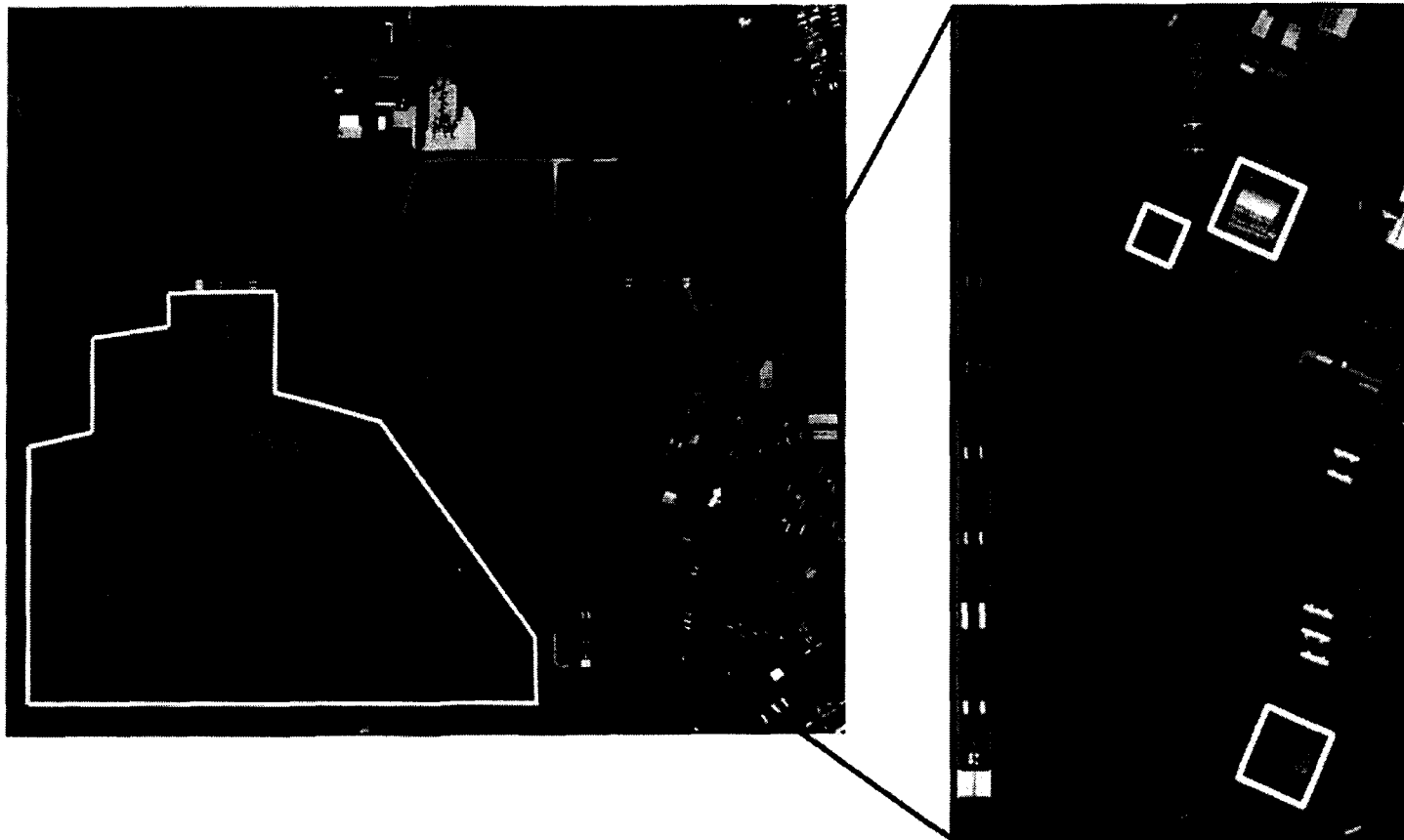


Attachment A: Designated Operating Locations

Attachment B: 1986 Contracting Agreement

Attachment A
Operating Locations
(designated by white boxes)

1. Keflavik Air Base



**US Diplomatic Note No. 24 of 24 June 1986 and
GOI Diplomatic Note of 25 June 1986**

US Diplomatic Note No. 24

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Republic of Iceland and has the honor to refer to the Agreement between the United States of America and Iceland relating to the defense of Iceland pursuant to the North Atlantic Treaty (hereafter "Agreement"), signed at Reykjavik on May 5, 1951, and to recent discussions between the representatives of the Governments of the United States and Iceland concerning that Agreement. The Embassy has the further honor to refer to Section 2723 (C)(4) of the United States Public Law No. 98-396 (1984) which provides an exception to the use of competitive procurement procedures by the U.S. Department of Defense where the terms of an international agreement have the effect of requiring the use of such other procedures.

In the discussions referred to above, the representatives acknowledged the practice generally followed by the United States Department of Defense, in accordance with the spirit of the Agreement and relevant annexes thereto, of utilizing contractors approved by the government of Iceland for services procured in Iceland and to be performed completely there. A similar practice has on previous occasions been reflected in arrangements relating to the procurement by the U.S. Government of specific construction services in Iceland. The representatives of the two Governments further noted the importance of continuing to procure such local services in Iceland in a manner designed to fulfill force requirements efficiently and to take due account of local economic conditions.

In order to ensure that those services procured in and to be performed completely in Iceland continue to be procured there in a manner acceptable to both Governments and consistent with Icelandic and U.S. laws and prevailing practice that has developed in connection with relevant international agreements, the Embassy has the further honor to propose that both Governments agree to the following understandings. The U.S. Department of Defense will continue to award contracts in Iceland for services to be performed there only to contractors approved by the Government of Iceland. The Government of Iceland will identify contractors approved for such utilization.

The Embassy has the honor to propose that if the understandings set forth in this note are acceptable to the Government of Iceland, this note and the Ministry's reply confirming such acceptance shall constitute an Agreement between both Governments which shall enter into force on the date of the Ministry's reply. This Agreement may be terminated by either party upon 60 days' written notice.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry for Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America, Reykjavik, June 24, 1986

GOI Diplomatic Note of 25 June 1986

The Ministry for Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's Note No.24, dated 24 June, 1986, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Republic of Iceland and has the honor to refer to the Agreement between the United States of America and Iceland relating to the defense of Iceland pursuant to the North Atlantic Treaty (hereafter "Agreement"), signed at Reykjavik on May 5, 1951, and to recent discussions between the representatives of the Governments of the United States and Iceland concerning that Agreement. The Embassy has the further honor to refer to Section 2723 (C)(4) of United States Public Law No. 98-396 (1984) which provides an exception to the use of competitive procurement procedures by the U.S. Department of Defense where the terms of an international agreement have the effect of requiring the use of such other procedures.

In the discussions referred to above, the representatives acknowledged the practice generally followed by the United States Department of Defense, in accordance with the spirit of the Agreement and relevant annexes thereto, of utilizing contractors approved by the government of Iceland for services procured in Iceland and to be performed completely there. A similar practice has on previous occasions been reflected in arrangements relating to the procurement by the U.S. Government of specific construction services in Iceland. The representatives of the two Governments further noted the importance of continuing to procure such local services in Iceland in a manner designed to fulfill force requirements efficiently and to take due account of local economic conditions.

In order to ensure that those services procured in and to be performed completely in Iceland continue to be procured there in a manner acceptable to both Governments and consistent with Icelandic and U.S. laws and prevailing practice that has developed in connection with relevant international agreements, the Embassy has the further honor to propose that both Governments agree to the following understandings. The U.S. Department of Defense will continue to award contracts in Iceland for services to be performed there only to contractors approved by the Government of Iceland. The Government of Iceland will identify contractors approved for such utilization.

The Embassy has the honor to propose that if the understandings set forth in this note are acceptable to the Government of Iceland, this note and the Ministry's reply confirming such acceptance shall constitute an Agreement between both Governments which shall enter into force on the date of the Ministry's reply. This Agreement may be terminated by either party upon 60 days' written notice.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry for Foreign Affairs the assurances of its highest consideration."

The Ministry wishes to inform the Embassy that the Government of Iceland concurs with the understandings set forth in the Embassy's Note. It furthermore agrees that the Note and this reply shall constitute an Agreement between the two Governments, with effect from the date of this reply note.

The Ministry for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Reykjavik 25 June, 1986
Ministry for Foreign Affairs



MINISTRY FOR
FOREIGN AFFAIRS

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Ref.: UTN17030179/77.O.001

The Ministry for Foreign Affairs of Iceland presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 37-2017, dated 13 October, 2017, which reads as follows.

„The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Republic of Iceland and has the honor to refer to the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done at London June 19, 1951 (the “NATO SOFA”), the Defense Agreement Pursuant to the North Atlantic Treaty Between the United States of America and the Republic of Iceland, done at Reykjavik May 5, 1951, with annexes and schedules, as amended by the Amendment to the Defense Agreement Pursuant to the North Atlantic Treaty Between the United States of America and the Republic of Iceland of May 5, 1951, done at Washington and Reykjavik on September 27 and September 29, 2006, respectively (together the “Defense Agreement”), and to the Joint Declaration Between the Department of Defense of the United States of America and the Ministry for Foreign Affairs of Iceland signed by the Deputy Secretary of Defense of the United States of America and the Minister for Foreign Affairs of Iceland on June 28 and 29, 2016 (“Joint Declaration”).

Recognizing that Article 1 of the General Annex to the Defense Agreement provides for “access to airfields, ports, and other places within Iceland and the adjacent water and air spaces as is agreed to by [the United States of America and the Republic of Iceland] at any given time to be required by the military situation for the defense of Iceland, for the defense of the North Atlantic Treaty area, or for other purposes as may be agreed to by [the United States of America and the Republic of Iceland],” and further recognizing the spirit of the commitments made in the Joint Declaration, the Embassy has the honor to propose the following Agreement, including the provisions pertaining to “Operating Locations,” between the Government of the United States of America (the “United States”) and the Government of the Republic of Iceland (“Iceland”), hereinafter collectively referred to as “the Parties” and individually as a “Party”:

1. Definitions:
 - a. "United States Forces," for the purposes of this Agreement, shall be defined as in Article 1 of the Annex on the Status of United States Personnel and Property to the Defense Agreement.
 - b. "United States Property" shall be defined as all equipment, official information, munitions, and other materiel of the United States Forces present in the Republic of Iceland, including all prepositioned materiel of the United States that may be present in the territory of Iceland irrespective of the presence of United States Forces.
 - c. "Contractors" shall be defined as companies and firms, and their employees, under contract or subcontract with or in support of the U.S. Department of Defense present in the territory of Iceland.
 - d. "Operating Locations" shall be defined as those facilities and locations in the territory of Iceland listed in Attachment A to this Agreement, and such other facilities and locations in the territory of Iceland as may be mutually determined between the Parties or their designees.
2. United States Forces, United States Property, Contractors, contractor property necessary to the performance of contracts supporting United States Forces, and others as mutually determined are authorized unimpeded access to and use of Operating Locations.
3. Operating Locations may be designated, wholly or partly, for exclusive use by United States Forces as mutually determined. When not so designated, Operating Locations shall be for joint use by the Parties and others as mutually determined.
4. Iceland shall make available to the United States, without any costs, all Operating Locations and shall make all arrangements required to permit unimpeded entry upon and use of Operating Locations without compensation by the United States to Iceland or any national of Iceland or other person for such entry or use.
5. The Parties shall cooperate on planning regarding the use and development around and adjacent to Operating Locations to ensure the implementation of this Agreement over the long term.
6. All buildings, non-relocatable structures, and assemblies affixed to the land in Operating Locations, including those altered or improved by United States Forces, shall remain the property of Iceland. Additionally, all buildings, non-relocatable structures, and assemblies constructed by United States Forces shall become the property of Iceland, once constructed, but shall be used by United States Forces until no longer needed by the United States Forces.
7. United States Forces shall return as the sole and unencumbered property of Iceland any Operating Location, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by United States Forces once no longer needed by the United States Forces, provided that the United

States shall incur no expense to do so.

8. While such Operating Locations are not being used for defense purposes, necessary maintenance work shall be performed by Iceland, or Iceland shall authorize its performance by the United States.
9. In making Operating Locations available, and in the use of such Operating Locations, the Parties shall give due regard to operational and security concerns. Iceland retains primary responsibility for security outside of Operating Locations. Icelandic authorities shall take such measures as are necessary to ensure the protection, safety, and security of United States Forces, United States Property, and Contractors. United States Forces shall be permitted to exercise all rights and authorities that are necessary for the use, operation, defense, or control of Operating Locations, including the right to take appropriate measures to ensure discipline and to protect United States Forces, United States Property, and Contractors. Icelandic authorities and United States Forces shall cooperate closely to ensure that such security, safety, and protection are provided.
10. United States Forces shall be authorized to install or locate United States Property at Operating Locations, and at such other locations as mutually determined. All such locations, or portions thereof designated for storage of such United States Property shall be for the exclusive use of United States Forces, which shall retain exclusive control over the access to, use of, and disposition of such United States Property and shall have the unencumbered right to remove such items at any time from the territory of Iceland.
11. United States Forces and Contractors may undertake construction activities on, and make alterations and improvements to, Operating Locations. Iceland shall facilitate United States Forces' efforts in these undertakings by obtaining the necessary Icelandic authorizations and permits for such construction, alterations, and improvements. Authorizations and permits necessary to commence construction shall be issued without cost to United States Forces or Contractors. When security or other operational requirements dictate, United States Forces may carry out construction works with members of United States Forces.
12. With full respect for the sovereignty and laws of the Republic of Iceland, and except as provided in paragraph 19, *infra*, the U.S. Department of Defense's contracts for goods and services (including construction services) to be performed wholly in the territory of Iceland shall be awarded on the basis of full and open competition among Icelandic and United States contractors, unless otherwise mutually determined or unless necessary to satisfy security or other operational requirements of the United States, such as the construction of a sensitive communication facility. Contracts shall be solicited, awarded, and administered in accordance with U.S. laws and regulations. United States Forces shall strive to use Icelandic contractors to the maximum extent practicable.
13. Understanding that nothing in this Agreement is prejudicial to the exemptions provided to Contractors under the Defense Agreement or otherwise provided for in this Agreement, Contractors shall be subject to Icelandic law regarding the

performance of the contract.

14. The U.S. Department of Defense and the Government of Iceland shall cooperate regarding contracts to be performed wholly within the territory of Iceland through a Joint Committee ("JC") composed of representatives from the United States and Iceland. Regarding construction, alterations, and improvements undertaken in Iceland by, or on behalf of, the U.S. Department of Defense, the members of the JC shall coordinate, according to mutually determined procedures, on the technical requirements and construction standards to be implemented with the intent that such projects should be consistent with the requirements and standards of both the United States and Iceland as required.
15. The obligations of the Parties under this Agreement shall be subject to the availability of funds appropriated for such purposes.
16. Any disputes about the interpretation or application of this Agreement shall be resolved solely by consultations, which are to take place at the lowest competent level of authority, and shall not be referred to any national or international court, tribunal, or other similar body, or to any third party for settlement.
17. This Agreement may be amended at any time by mutual written consent of the Parties. The Parties or their designees may designate additional, or modify existing, Operating Locations under Attachment A to this Agreement by mutual written consent.
18. This Agreement may be terminated by either Party on twelve (12) months' written notice to the other Party.
19. Upon entry into force, this Agreement shall supersede the Agreement Between the Government of the United States of America and the Government of Iceland Regarding Procurement Procedures, effected by exchange of notes at Reykjavik June 24 and 25, 1986 (the "1986 Contracting Agreement"), and the Agreement Between the Government of the United States and the Government of Iceland in Connection with U.S. Department of Defense Contracting Performed Wholly Within Iceland, signed at Keflavik May 23, 2001. Notwithstanding this or any other provision governing relations between the Parties, the terms of the 1986 Contracting Agreement (Attachment B) shall continue to apply at the Agreed Area of Grindavik, as if the 1986 Contracting Agreement had remained in force. Nothing in this paragraph shall be interpreted to nullify or terminate any contracts in existence on the date this Agreement enters into force.

If the foregoing proposals are acceptable to the Government of the Republic of Iceland, the Embassy has the honor to propose further that this note, together with the Ministry's affirmative reply note thereto, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's reply note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry for Foreign Affairs of the Republic of Iceland the assurances of its highest consideration."

The Ministry wishes to inform the Embassy that the Government of Iceland concurs with the understandings set forth in the Embassy's Note. It furthermore agrees that the Note and this reply shall constitute an Agreement between the two Governments, with effect from the date of this reply note.

The Ministry for Foreign Affairs of Iceland avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry for Foreign Affairs
Reykjavík, 17 October 2017



Embassy of the United States of America
REYKJAVÍK

**MINUTES TO THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE REPUBLIC OF ICELAND CONCERNING ACCESS
AND USE OF OPERATING LOCATIONS WITHIN ICELAND, EFFECTED BY
EXCHANGE OF NOTES AT REYKJAVIK,
OCTOBER 13 and OCTOBER 17, 2017**

In connection with the discussions regarding the Agreement Between the United States of America and the Republic of Iceland Concerning Access and Use of Operating Locations within Iceland, effected by exchange of notes at Reykjavik October 13 and October 17, 2017 (hereinafter referred to as "the Agreement"), the Parties to the Agreement, recognizing the commitment enshrined in the Agreement, including in Article 14, to coordinate closely, further intend that the representatives of the Joint Committee ("JC") are to decide on Terms of Reference for the JC in accordance with the following guidance:

1. The representatives of the JC are to coordinate closely to ensure smooth and efficient implementation of the Agreement, including resolution of any issues related to access, security, safety, contracting, administrative, or logistical matters.
2. Non-Icelandic Contractors are to utilize the electronic identification provisions relevant for conducting business within Iceland, as necessary, in accordance with the Agreement and applicable regulations.
3. All value-added taxation is to be refunded in accordance with the Agreement, ensuring the most efficient and timely completion of such refund.
4. Details for access to the Operating Locations are to be determined by the JC, in accordance with the Agreement, in order to ensure unimpeded access to the Operating Locations and to ensure Icelandic authorities are able to maintain security and awareness in accordance with the Agreement.
5. The Icelandic representatives of the JC are to communicate to the U.S. representatives of the JC the pool of Contractors identified as approved by the Government of the Republic of Iceland that are to be utilized for contracts to be wholly executed at the Agreed Area of Grindavik, in accordance with paragraph 19 of the Agreement.

The Parties to the Agreement confirm that issues regarding the implementation of the Agreement are to be resolved within the Joint Committee.

Reykjavik, October 17, 2017


**FOR THE GOVERNMENT OF
THE REPUBLIC OF ICELAND:**


**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**